College of Policing

Working together
to keep people safe

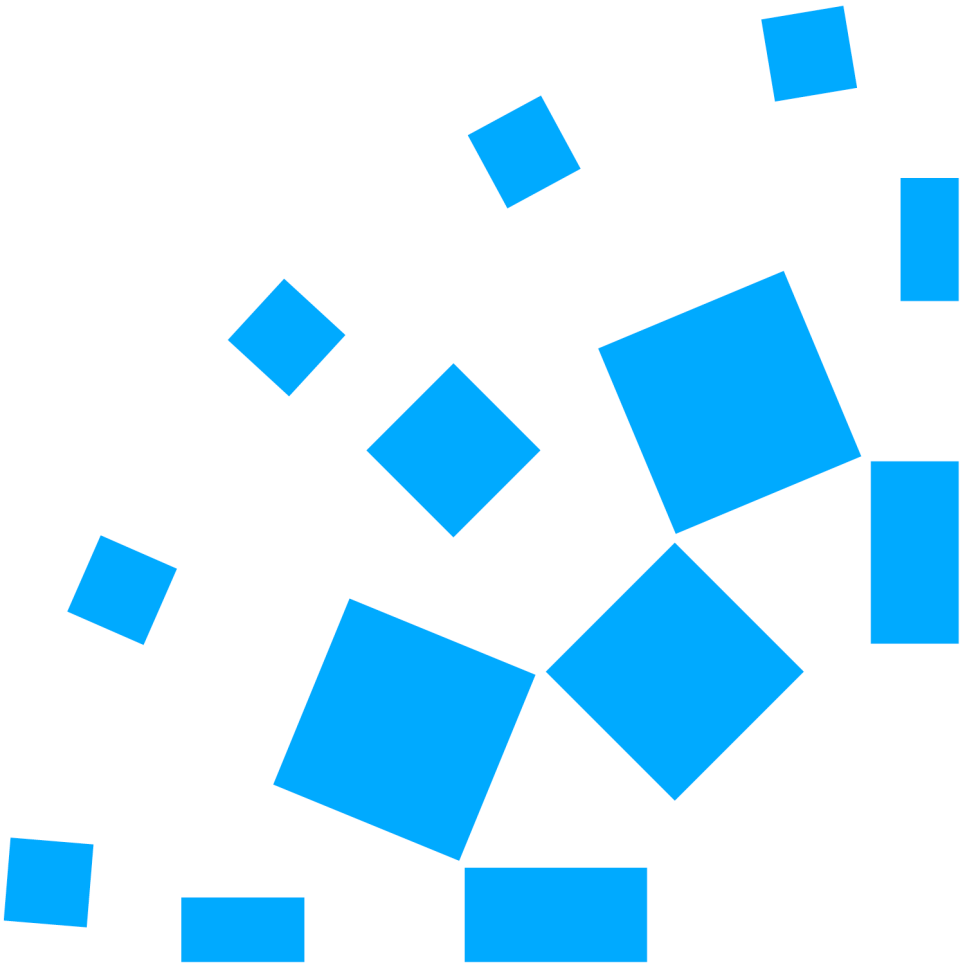
Product Licence Schedule

Detention and Custody Curriculum Programme

Ref. no.: PL-G-101

Version: 7.0

Date: May 2024



Product Licence Schedule: Detention and Custody Curriculum Programme

1. Introduction

1.1 This product licence schedule forms part of the College of Policing's (the 'Licensor's') consolidated licence. It articulates the terms and conditions which relate specifically to this Product but **must** be read in conjunction with the **consolidated licence**.

1.2 A list of all the **Licensor's licensed products** (and licence fees for organisations who are not a Home Office Police Force) as well as **Product Licence Schedules for each Product** is published online (excluding any police sensitive products). Licensees are also able to **search whether their organisation has a consolidated licence** and which products they are licensed to use/deliver.

1.3 The College's work is organised into four portfolios and its people are organised into professional communities and business units (enabling services). Responsibility for this **Product** (the 'Detention and Custody Curriculum Programme') sits within the Engagement and Implementation professional community.

1.4 For enquires regarding this Product please contact: Anton Menzies, Senior Policy Manager for Custody, Criminal Justice, College of Policing Ltd at: **anton.menzies@college.police.uk**

1.5 For enquiries about licensing please contact the Copyright and Licensing team at: **Copyright&Licensing@college.police.uk**

2. Background

2.1 The Detention and Custody Curriculum Programme sets the learning standards for custody staff and custody officers.

3. Licensed Purpose

3.1 Subject to the licence terms, this Licence enables the Licensee to use the Product to design, deliver and assess their own local detention and custody learning to the Permitted Audience to achieve compliance with Authorised Professional Practice (APP) on Detention and Custody.

4. Licensed Resources (as updated from time to time)

4.1 Product licensed resources:

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- Criminal Justice National Policing Curriculum Version number 1.0 – August 2022 (CJ_NPC_001_PDF)
- Detention and Custody Programme Specification (DETCUST_PS_001_PDF)
- Detention and Custody assessment strategy (DETCUST_ASS_001_PDF)

4.2 In 2022, the College developed a new programme dealing with vulnerability in custody. The one-day programme is available as both an immersive learning product and a classroom-based alternative. For enquiries regarding the immersive product please email: **Immersive.Learning@college.police.uk**

4.3 Since the inception of the programme, the College have completed Train-the-Trainer courses for all forces using the product to maximise the delivery and learning from the programme. Since the inception of the programme, the College have completed Train-the-Trainer courses for all forces using the product to maximise the delivery and learning from the programme. For enquiries regarding the Train-the-Trainer Hydra please email **Immersive.Learning@college.police.uk** and for enquiries regarding the classroom Train-the-Trainer please email: **Learning.Design@college.police.uk**

The resources for the classroom format are as follows:

- Vulnerability in Custody Introductory video (DETCUST_LR_011_MP3)
- Vulnerability in Custody Classroom Trainer Guide (DETCUST_TR_001_PDF)
- Vulnerability in Custody Running Brief (DETCUST_TR_002_PDF)
- Vulnerability in Custody Facilitator Overview of DPs (DETCUST_TR_003_PDF)
- Vulnerability in Custody Introductory PPT (DETCUST_TR_004_PPT)
- Vulnerability in Custody PPT 1a (DETCUST_TR_005_PPT)
- Vulnerability in Custody PPT 1b (DETCUST_TR_006_PPT)
- Vulnerability in Custody PPT 2a (DETCUST_TR_007_PPT)
- Vulnerability in Custody PPT 2b (DETCUST_TR_008_PPT)
- Vulnerability in Custody PPT 3a (DETCUST_TR_009_PPT)
- Vulnerability in Custody PPT 3b (DETCUST_TR_010_PPT)
- Vulnerability in Custody PPT 4a (DETCUST_TR_011_PPT)
- Vulnerability in Custody PPT 4b (DETCUST_TR_012_PPT)
- Vulnerability in Custody Decision Log - to print (DETCUST_LR_001_PDF)
- Vulnerability in Custody Decision Log – interactive (DETCUST_LR_002_PDF)
- Vulnerability in Custody Guidance Information (DETCUST_LR_003_PDF)
- Vulnerability in Custody Suite Information (DETCUST_LR_004_PDF)
- Vulnerability in Custody Transcript Pack (DETCUST_LR_005_PDF)

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- Vulnerability in Custody Resource Pack 1a (DETCUST_LR_006_PDF)
- Vulnerability in Custody Resource Pack 1b (DETCUST_LR_007_PDF)
- Vulnerability in Custody Resource Pack 2 (DETCUST_LR_008_PDF)
- Vulnerability in Custody Resource Pack 3 (DETCUST_LR_009_PDF)
- Vulnerability in Custody Resource Pack 4 (DETCUST_LR_010_PDF)

5. Access to Licensed Resources

5.1 The licensed resources can be accessed on College Learn (the Licensor's online learning management system) provided by the Digital, Data & Technology (DDaT) team.

6. Government Security Classifications (GSC)

6.1 The licensed resources in this Product are classified as OFFICIAL under the Government Security Classifications and is to be handled accordingly.

7. Proprietary Information and Security

7.1 The licensed resources in this Product are designated as Confidential Information and must be treated as confidential and safeguarded accordingly (consolidated licence clause 5 refers). For the avoidance of doubt, this includes but is not limited to the uploading of tactics or curriculum materials to corporate or personal websites, social media, or other social platforms, or making available at events or open days.

8. Product enquiries and requests for disclosure under the Freedom of Information Act (FOIA) and Criminal Procedures and Investigations Act (CPIA)

8.1 All enquiries relating to this Product must be referred to the Licensor promptly, and Licensees must use all reasonable endeavours to secure exemptions from disclosure under Section 41: Information Provided In Confidence (its disclosure would constitute a breach of confidence actionable by the Licensor).

8.2 Licensees who are subject to requests for disclosure under FOIA or CPIA are required to consult the Licensor before disclosing any of the Licensor's Products which are either classified as OFFICIAL-SENSITIVE or above under the GSC or contain police tactics and must use all reasonable endeavours to secure exemptions from disclosure.

9. Licence Term

9.1 The licence term for this Product ends on 31 March 2025.

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10. Licence Fees

10.1 There is no licence fee for Home Office Police Forces to use this Product.

10.2 An annual licence fee of £1,757 applies from 1 April 2024 to 31 March 2025, to Licensees who are not Home Office Police Forces.

10.3 Any support required by the Licensee to use/deliver this Product will be charged at a daily rate to be agreed by both parties.

11. Use in Licensee's Own Products

11.1 The Licensee is permitted to use or incorporate this Product, in whole or in part, in their own product(s) provided their product is only used for the original Licensed Purpose and Permitted Audience, and contains the following attribution: 'Contains © College of Policing Ltd - reproduced under licence'.

12. Use of Licensor's Logo

12.1 Use of the College of Policing's official logo by the Licensee in association with their use of this Product is permitted and is desirable to demonstrate the College's contribution to the learning provision. Use of the logo shall be in accordance with the Licensor's brand guidelines.

12.2 Permission to use the logo is not transferable to other parties and the logo shall not be used in a manner which might imply that the Licensee's product(s) are endorsed by the Licensor as meeting any standard.

12.3 Use of the logo must not reduce or diminish the reputation, image and prestige of the Licensor.

12.4 Permission to use the logo may be withdrawn at the Licensor's absolute discretion and with immediate effect when written notice is served by post, email or in person.

13. Permitted Audience

13.1 Where the Licensee is a Home Office Police Force, the Product may be used to provide training to its Internal Staff and also to other Home Office Police Forces personnel including Specials, PCSOs and Police Support Volunteers.

13.2 Where the Licensee is not a Home Office Police Force, the Product shall only be used to provide training to its Internal Staff on a non-commercial basis, except as expressly authorised under the Licence.

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13.3 Licensees must obtain prior written approval from the Licensor to extend the Permitted Audience, whether on a commercial or non-commercial basis by submitting a **Permission Request Form**.

14. Commercial Use

14.1 Where the Licensee is a Home Office Police Force, the Licensee is permitted to cross-charge other Home Office Police Forces up to Full Cost for the delivery of services utilising the Product to the Permitted Audience.

14.2 Where the Licensee is not a Home Office Police Force, the Product shall only be used to provide training to its Internal Staff on a non-commercial basis.

14.3 Except as permitted above this Product shall not be used to generate income without the Licensor's prior written permission.

15. Sharing/Outsourcing

15.1 Except as permitted in this Licence this Product shall not be shared with third parties without the Licensor's prior written permission.

16. Adapting/Modifying

16.1 Where the Licensee is a Home Office Police Force, no amendments or modifications can be made to this Product without prior written permission of the Licensor, and all the learning standards in the national curriculum shall be covered.

16.2 Where the Licensee is not a Home Office Police Force, the learning standards in the national curriculum may be marginally adapted for local contextualisation purposes (legislative, jurisdiction and/or operating environment only).

16.2.1 Modified versions of the Product shall only be used for the original Licensed Purpose and Permitted Audience.

16.2.2 The Licensor does not accept responsibility for any modifications or any change to the meaning of the Product as a result of any modification.

16.2.3 Licensees shall not re-purpose or make changes (except contextualisation changes as described in clause 16.2) to the Product without the Licensor's prior written approval.

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17. Product Improvements

17.1 Where the Licensee identifies any product improvements, including areas where the licensed resources are out-of-date or incorrect, these should be told to and shared with the Licensor (see section 1.4 for contact details).

18. Supplementary Materials

18.1 Any additional materials created or used by the Licensee to supplement the Product cannot be validated or endorsed by the Licensor.

19. Permission Requests

19.1 Licensees shall request permission to use this Product outside these licence terms by submitting a **Permission Request Form** to the Copyright and Licensing team at: **Copyright&Licensing@college.police.uk** at least 14 days before contract and/or commencement.

20. Territory

20.1 Where the Licensee is a Home Office Police Force, this Product shall only be used within England and Wales. For the avoidance of doubt, this excludes the States of Guernsey, Jersey and the Isle of Man.

20.2 Where the Licensee is not a Home Office Police Force, this Product shall only be used within the Licensee's Official Business Premises.

21. Trainer Standards

21.1 Licensees delivering this Product shall ensure all their trainers meet the Police Sector Standards for Training of Trainers/Instructors/Presenters, as appropriate. The standards can be found on the Licensor's **Training Essentials Programme (TEP) webpage**, under the 'Additional documents' title in the Key Details table.

22. Police Service Quality Management System (PSQMS)

22.1 The PSQMS is the Licensor's online software application used to manage quality assurance in line with the national policing curriculum. Where the Licensee is required to undertake a self-assessment to demonstrate to the Licensor that it meets the required standards set by the Licensor, the Licensor hereby grants the Licensee a licence to access and use the PSQMS solely for this purpose.

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22.2 Guidance materials to support the use of the PSQMS and Terms of Use can be obtained from: **PSQMS.Enquries@college.police.uk**

22.3 The PSQMS is hosted on the **secure police CJX system**.

23. Delivery Standards and Assurance

23.1 The learning standards for the Product are defined in the national policing curriculum (NPC). The national policing curriculum is supported by a wide range of management and trainer resources, including where appropriate programme specifications and trainer guides. Licensees shall ensure they are using the latest versions of these documents. These are accessible from **College Learn**.

23.2 Where the Licensee is a Home Office Police Force, Licensees shall monitor their use or delivery of the Product in line with the requirements of the Police Service Quality Assurance (PSQA) Scheme. Further information on the Scheme can be obtained from: **PSQA.Enquiries@college.police.uk**

23.3 A copy of the Police Service Quality Assurance (PSQA) Scheme handbook is accessible from **College Learn**.

23.4 Where the Licensee is not a Home Office Police Force, the Licensee may either monitor their use or delivery of the Product in line with the requirements of the Police Service Quality Assurance (PSQA) Scheme or apply their own quality assurance process to ensure the integrity of the Product and any delivery requirements specified in this Licence. Licensees may be required to evidence their quality assurance processes on receipt of a request for such from the Licensor or an authorised representative.

23.5 The Licensor may require Licensees to participate in national PSQA audits. If this Product is selected for auditing, the Licensee shall co-operate with the Licensor in conducting the auditing exercise and undertakes to ensure that its staff comply with its obligations under this clause.

23.6 Use or delivery of the Product shall be in accordance with the relevant programme handbook or programme specification. For the avoidance of doubt, this Licence shall take precedence over the handbook and any supplementary guidance documents.

23.7 In accordance with consolidated licence clause 4.1.9 the Licensor has access at all reasonable times to oversee the Licensee's use of the Product to ensure compliance of the current delivery standards and licence terms.

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23.8 Licensees shall provide the Licensor with any licence related management information (including but not limited to the number of courses delivered and/or number of Learners/users of the Product) that the Licensor determines is appropriate for the purpose of monitoring activity under the licence, as required under the product licence or on request.

24. Special Conditions

24.1 Clause not used.

25. Pre-requisite and Co-requisite Learning for Learners

25.1 **Pre-requisite learning:**

a) Where the Licensee is a Home Office Police Force, training must be delivered in conjunction with the Licensor's e-learning module on Mental Ill Health and Learning Disability Awareness, the Licensor's Personal Safety Training Programme and the Police First Aid Learning Programme (FALP) (minimum module 2 - First Aid Skills initial training and module 3 – custody first aid).

b) Where the Licensee is not a Home Office Police Force and does not have corporate access to College Learn, alternative learning in the following subject areas shall be provided by the Licensee:

- Mental Ill Health and Learning Disability Awareness
- Personal Safety Training
- First Aid (minimum skills initial training and custody first aid)

25.2 **Co-requisite learning:**

a) Where the Licensee is a Home Office Police Force, training for Booking-in Officer, Detention Officer and Custody Officer roles must include delivery of the e-learning module on Requesting Foreign Convictions.

b) Where the Licensee is not a Home Office Police Force and does not have corporate access to College Learn, alternative learning on Requesting Foreign Convictions shall be provided by the Licensee for Booking-in Officer, Detention Officer and Custody Officer roles.

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